



## CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
[www.danbury-ct.gov](http://www.danbury-ct.gov)

**ELISA ETCHETO**  
LEGISLATIVE ASSISTANT

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### **MEETING NOTICE**

**Who:** City Council – Ad Hoc Committee

**When:** **6P.M. – Tuesday, February 21, 2023**

**Where:** 3C, 3<sup>rd</sup> Floor Conf. Rm  
City Hall, 155 Deer Hill Avenue

**Purpose:** Lease and Purchase – 98 Elm Street

*\*Agenda Item on file in the Legislative Assistant's Office and on the city website.*

**Committee Members, Department Representatives & Petitioner/s:**

Vinny DiGilio, Chair  
Warren Levy, Councilman  
Farley Santos, Councilman  
Corporation Counsel Representative  
Dan Garrick, Director of Finance  
Sean Hanley, Superintendent of Public Buildings  
Sharon Calitro, Director of Planning  
Housing Authority of the City of Danbury  
Pacific House  
Mayor's Office

**Posted:** Town Clerk      Information Board      City Website Calendar

DRAFT - CITY COUNCIL MEETING  
February 7, 2023 - 7:30 P.M.

Honorable Mayor, Dean Esposito, called the meeting to order at 7:35 p.m.

**PLEDGE OF ALLEGIANCE & PRAYER**

The Pledge of Allegiance was led by Sean Hatch. Councilman DiGilio led all in prayer.

**ROLL CALL**

**COUNCIL MEMBERS PRESENT:** Buzaid, Eriquez, Cavo, Knapp, Levy, DiGilio, Rotello, Visconti, Esposito, Halas, Esposito III, Fox, Palma, Masi, Henry, Britton, Santos, Perkins, Chianese, Cammisa, Molinaro.

**COUNCIL MEMBERS ABSENT:** 0

**PRESENT: 21, ABSENT: 0**

**ALSO PRESENT:** Les Pinter, Deputy Corporation Counsel; Ray Yamin, Outside Counsel; and Elisa Etcheto, Legislative Assistant.

7. **COMMUNICATION – Lease and Purchase Agreement – 98 Elm Street**

**A motion was made by Councilman DiGilio to refer this item to an Ad Hoc consisting of Corporation Counsel, Director of Planning, Director of Finance, a representative from the Housing Authority, a representative from Pacific House, a representative from Mayor's Office, and also request a report from the Planning Commission.** So Ordered.

Mayor Esposito appointed in the Chair, Councilman DiGilio, and members will be Councilmen Levy and Santos.

# CITY COUNCIL MEETING

**February 7, 2023**

The meeting will be called to order at 7:30 P.M.

## PLEDGE OF ALLEGIANCE & PRAYER

## ROLL CALL

Buzaid, Cavo, Eriquez, Knapp, Levy, DiGilio, Rotello, Visconti, Esposito, Halas, Esposito III, Fox, Masi, Palma, Henry, Britton, Santos, Perkins, Chianese, Cammisa and Molinaro

\_\_\_\_\_ **PRESENT** \_\_\_\_\_ **ABSENT**

## PUBLIC SPEAKING

**MINUTES** - Minutes of the Council Meeting held January 4, 2023

## CONSENT CALENDAR

### AGENDA

1. COMMUNICATION - Police Department Promotion - Anthony Mistretta to Sergeant
2. COMMUNICATION - Police Department Appointments - Perry, Kolenovic to Certified Police Officers
3. COMMUNICATION - Police Department Appointments - Magrino, Viertel, Orengo, Perdomo, Mistretta to Entry Level Police Officers
4. COMMUNICATION - Appointment to Government Entity - Planning Commission
5. COMMUNICATION - Appointment to Government Entity - Environmental Impact Commission
6. COMMUNICATION - Appointment to Government Entity - Zoning Board of Appeals
7. COMMUNICATION - Lease and Purchase of Property - 98 Elm Street
8. COMMUNICATION - MOU with Portuguese Cultural Center - Office of Emergency Management
9. RESOLUTION - CT DECD Urban Development Projects Grant - Richter House Improvements
10. RESOLUTION - CT Health Foundation Trusted Messengers to Support Health Care Coverage Grant
11. RESOLUTION - Flood Management Feasibility Study - Upper Reaches of the Still River
12. REPORT, ORDINANCE & RESOLUTION - Bond: Water System Assets - Upgrades & Improvements
13. REPORT - Ad Hoc - Lease Renewal/Agreement - 33 Hayestown Road to Danbury Fish & Game Association
14. REPORT - Ad Hoc- Reapportionment
15. REPORT - Planning & Engineering - Application for Ext. of Water Main - 21 Old Sherman Turnpike

**DEPARTMENT REPORTS** - Police, Fire, Health & Human Services, Public Works, Permit Center, U.N.I.T., Elderly Services, Public Library, Tax Assessor

## ADJOURNMENT

Copies of Agenda Items are available in the Legislative Assistant's Office and on the City's website.



## CITY OF DANBURY

OFFICE OF THE MAYOR  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

DEAN ESPOSITO  
MAYOR

(203) 797-4511  
FAX: (203) 796-1666  
mayor@danbury-ct.gov

January 30, 2023

City Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

**Re: Lease and Purchase of 98 Elm Street from Housing Authority of the City of Danbury**

Dear Council Members,

The City proposes to enter into agreements with the Housing Authority of the City of Danbury ("HACD") for the City to lease and eventually purchase from HACD real property and improvements located at 98 Elm Street. The property contains a building which is zoned for and ready for immediate use as a 20-bed shelter for the homeless.

The lease will allow for immediate occupancy by the City of that building for that purpose. The closing on the City's purchase of the property would be scheduled for September 15, 2023; the purchase price is \$955,000 (based on appraisals). During the period before the closing, the owner of the former Super 8 Motel at 3 Lake Avenue Extension, known as Pacific House, will seek to obtain state funding for it to purchase the 98 Elm Street property directly from HACD for housing shelter purposes. If that state funding becomes available before September 15, 2023, the City and Pacific House would agree to assign the City's right and obligation to purchase 98 Elm Street to Pacific House.

The HACD Board of Directors has approved the lease agreement and the purchase agreement.

Attached to this letter are copies of the proposed lease agreement and purchase agreement between the City and HACD, and the assignment agreement between the City and Pacific House. Please give this your review, consideration and approval at your early opportunity.

Please refer this item to the Planning Commission for its report and recommendation pursuant to General Statutes § 8-24.

Thank you for your attention to this important matter.

Sincerely,

Dean Esposito  
Mayor

cc: Corporation Counsel  
Department of Planning and Zoning  
Daniel E. Casagrande, Esq.  
Mr. Dan Garrick

January 30, 2023

Hon. Dean Esposito, Mayor  
Mayor's Office  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

**Re: 98 Elm Street, Danbury, CT 06810 (the "Property")  
Assignment and Assumption of Purchase Agreement**

Dear Mayor Esposito:

Reference is made to that certain Purchase and Sale Agreement ("**Purchase Agreement**") dated \_\_\_\_\_ between the City of Danbury ("**Purchaser**") and the HACD Corp, aka Housing Authority of the City of Danbury ("**Seller**") for the purchase of 98 Elm Street, Danbury, CT (the "**Property**") for use as a homeless shelter.

Pacific House, Inc. ("**Assignee**"), acting by the undersigned, duly authorized representative, hereby agrees to accept and assume all rights and obligations under the Purchase Agreement subject to the following conditions:

- a) Receipt by Assignee of all zoning and other local use approvals required for 3 Lake Avenue Extension (old Super 8 hotel) to permit the property to be used by Assignee for not less than 40 units of permanent affordable supportive housing;
- b) Environmental abatement and demolition of the Property's two-family front building to permit safe access and use of the rear building as a homeless shelter; and
- c) The securing by Assignee of financing sufficient to purchase and operate the Property consisting in whole or in part of a binding award of funding from the Connecticut Department of Housing.

This letter agreement, and all rights and obligations hereunder, may be assigned by Assignee to an affiliated entity prior to its purchase of the Property with the prior written consent of the Purchaser.

Sincerely,

**PACIFIC HOUSE, INC.,**  
a Connecticut not-for-profit corporation

By: \_\_\_\_\_  
Name:

January 30, 2023

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Title:

**ACKNOWLEDGED AND AGREED:**

**CITY OF DANBURY,**  
a Connecticut municipality

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**COPY OF PURCHASE AGREEMENT**

SEE ATTACHED

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into by and between HACD Corp a Connecticut corporation with an address of 2 Mill Ridge Road, Danbury, CT 06810 (the "Seller"), and the City of Danbury, a Connecticut municipality with an address of 155 Deer Hill Avenue, Danbury, CT 06810 (the "Buyer").

### WITNESSETH:

1. **Property To Be Conveyed.** Provided that Buyer is not in default of any term or condition of the Lease between Seller as Landlord and Buyer as Tenant referenced in Paragraph 32 herein, the Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, all that certain piece or parcel of real property, with the buildings located thereon, located at and known as 98 Elm Street, Danbury, CT 06810, and more particularly described in Schedule A attached hereto and made a part hereof (the "Property"), together with any and all easements and appurtenances benefiting the Property.

2. **Purchase Price.**

(a) The purchase price for the property is **Nine Hundred Fifty Five Thousand and No/100 (\$955,000.00) Dollars** (the "Purchase Price"), payable as follows:

(i) The sum of Ten and no/100 (**\$10.00 Dollars**) as a Deposit, by check payable to the order of "Cramer & Anderson LLP, Trustee" (the "Escrow Agent"), as Trustee, due upon execution and delivery of this Agreement by the Buyer to the Seller (hereinafter "Deposit");

(ii) The sum of **Nine Hundred Fifty Four Thousand Nine Hundred Ninety and No/100 (\$954,990.00) Dollars**, by wire transfer payable to the order of the Seller, at closing, which sum shall be increased or decreased as a result of closing adjustments made pursuant to the terms of this Agreement.

(b) The Deposit shall be held by the Escrow Agent pursuant to the provisions of paragraph 8 below.

3. **Mortgage Contingency.** This Agreement is not contingent upon BUYER obtaining a mortgage.



4. **Condition of the Property.** The Buyer represents to the Seller that Buyer has examined the Property and any appurtenances being sold with the Property; that Buyer is fully satisfied with the physical condition thereof, including subsurface soil and groundwater conditions, and that Buyer is purchasing, and shall at the time of closing accept, the Property, fixtures and personal property "AS IS" and "WHERE IS", with all faults and defects, latent or otherwise, including, without limitation, any and all environmental conditions, and the Seller is making no representations or warranties, express or implied, by operation of law or otherwise, in any way whatsoever, in connection with the Property, including, without limitation, any warranties of habitability, suitability, merchantability, or fitness for any purpose, or any representations or warranties with respect to the quality, physical condition, use, compliance with laws, or value of the Property. The Buyer recognizes, stipulates and agrees that the provisions of this paragraph 4 are a material inducement to the Seller in connection with his execution of this Agreement and the consummation of the transaction contemplated hereby and that, but for the provisions of this paragraph 4, the Seller would not have executed this Agreement or agreed to sell the Property on the terms and conditions herein contained. The provisions of this paragraph 4 shall survive the closing of title hereunder.

5. **Fixtures.** Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Property as of the Closing Date and shall be accepted by Buyer in the condition set forth in Paragraph 4 herein: heating, cooling, electrical and plumbing systems and fixtures.

6. **Possession.** Full possession of said Property shall be delivered to the Buyer at closing in broom clean condition.

7. **Exceptions to Title.** The Property shall be conveyed to and accepted by Buyer subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or laws, provided the Property are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the Closing Date; the BUYER shall by acceptance of the deed assume and agree to pay any and all such tax payments, liens and assessments that may on or after the date hereof be assessed, levied against or become a lien on the Property.

(iii) Any state of facts that a survey and/or physical inspection of the Property might reveal, provided same do not render title unmarketable as

determined under Paragraph 9 hereof (such exception is for purposes of this Agreement only and shall not be included in the deed).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Property, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Any exceptions set forth in Schedule A, attached hereto, made a part hereof and incorporated herein by reference.

**8. Deposit; Terms of Escrow.**

(a) By its execution of this Agreement, the Escrow Agent acknowledges receipt of the Deposit, subject to collection.

(b) The Deposit shall be Deposited by the Escrow Agent into an non interest-bearing IOLTA account. The Escrow Agent shall hold the Deposit in such account until the closing or sooner termination of this Agreement, at which time the Deposit shall be released to the Seller and credited against the Purchase Price, or until such time as the Escrow Agent receives:

(i) A written notice signed by the Buyer and the Seller directing it to release the Deposit to the party specified in such notice, at which time the Escrow Agent shall release the Deposit to the party specified in such notice; or

(ii) A final order, judgment or decree of a court directing the disposition of the Deposit, at which time the Escrow Agent shall release the Deposit in accordance with such order, judgment or decree.

(c) The parties hereto do hereby jointly and severally agree that the Escrow Agent shall incur no liability whatsoever in connection with its good faith performance under this Agreement, and do hereby jointly and severally release and waive any claims they may have against the Escrow Agent, which may result from its performance in good faith of its function under this Agreement, including, but not limited to, a delay in the electronic wire transfer of funds. The Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence while performing as Escrow Agent under this Agreement.

The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by the Escrow Agent relating to this

Agreement. The Escrow Agent may rely upon an oral identification of a party notifying the Escrow Agent orally as to matters relating to this Agreement if such oral notification is permitted hereunder.

In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon, the Escrow Agent with respect to the release of the Deposit, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing, the Escrow Agent shall not release any of the Deposit. The Escrow Agent shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (b) shall have finally been determined in a court of competent jurisdiction.

The Escrow Agent may at its sole discretion resign by giving thirty (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the Deposit. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the Deposit to such successor. Costs and fees incurred by the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto.

The parties hereto hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a maximum amount of \$100,000 for each individual Depositor and that they are aware that the Escrow Agent assumes no responsibility for, nor will they hold the Escrow Agent liable for, any loss occurring which arises from the fact that the amount held by the Escrow Agent in any account may cause the aggregated amount of any individual Depositor's account to exceed \$100,000 and that the excess amount is not insured by the FDIC.

**9. Prorations and Adjustments.**

(a) The following items shall be prorated as of the Closing Date:

(i) Current taxes to the City of Danbury, and all other water, sewer, or other municipal use or improvement taxes or charges, or other assessments affecting the Property, or with respect to the operation of the Property, in accordance with the custom of the City of Danbury, Connecticut; and

(ii) All other items of revenue and expense which, by custom and practice, are prorated between Sellers and Buyers of real property similar in kind to the Property, including fuel oil adjustment.

(b) The Seller shall pay the conveyance taxes imposed by the State of Connecticut and the City of Danbury.

(c) If the amount of any tax, charge or assessment is undetermined on the Closing Date, the last determined tax, charge or assessment shall be used for the purpose of the proration described in subparagraph (a) above, with a reapportionment as soon as the new rate is determined. The provisions of this subparagraph shall survive the closing and the delivery of the Deed.

(d) In the absence of error or omission, all prorations and adjustments made and determined as herein provided shall be final as of the Closing Date, unless otherwise specified herein. If, subsequent to the Closing Date, an error or omission in the determination or computation of any of the prorations and adjustments shall be discovered, then, immediately upon discovery thereof, the parties hereto shall make the appropriate adjustments required to correct such error or omission. The provisions of this subparagraph shall survive the closing and the delivery of the Deed.

#### **10. Title Contingency**

A. BUYER's obligations hereunder are contingent upon BUYER obtaining a "reasonably satisfactory title search" to be completed no later than 5 PM on **August 1, 2023** ("Title Date"). In the event the title search is are not reasonably satisfactory to the BUYER as herein defined, BUYER shall have the right to terminate this Agreement by giving written Notice as provided in Paragraph 18 of such termination on or prior to the Title Date. Upon receipt of such Notice, SELLER shall return the Deposit as soon as practicable hereunder and, upon delivery of such funds, this Agreement shall terminate.

B. For the purposes of this Paragraph 10, "reasonably satisfactory title" shall mean: (i) title that conforms to Schedule A and Paragraph 7 herein and (ii) does not contain any restrictions on the use of the property that would significantly impair BUYER's stated intended use and enjoyment of the Property as a homeless shelter. Utility easements, so long as the same are limited to bringing service to the Property, shall not be deemed to impair the use and enjoyment of the Property. However, SELLER shall have a reasonable period of time to cure a title defect, as further set forth in Paragraph 11 of this Agreement.

C. Nothing in this Paragraph 10 shall limit the parties' remedies as otherwise provided in this Agreement.

# **11. Title.**

A. If, upon the date for the delivery of the deed, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying marketable title to the Property as hereinafter provided, subject only to the items set forth in Schedule A and Paragraph 7 hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) calendar days, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a marketable title to said Property, subject as aforesaid, the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an American Land Title Association (A.L.T.A.). Owner's Title Insurance Policy (or the equivalent thereof) based on the amount of the Agreement purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.

B. The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 7 hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association from time to time in effect. Any and all defects, in or encumbrances against, the title that are not deemed to impair marketability under the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association shall not constitute valid objections on the part of the BUYER, provided the SELLER furnishes any affidavits or other instruments that may be required by the applicable Statutes or Connecticut Standards of Title. The title must be insured at standard premiums by Buyer's title insurance company.

C. The SELLER represents to its best knowledge and belief that the Property is not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Property is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the Closing Date as set forth in Paragraph 12, the SELLER will not do anything or allow anything to be done on or about the Property that will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning, wetland, or building violations and that there has been no attempt to enforce same against the SELLER during the time during which the SELLER has owned the Property. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Property

that are not yet a lien on the Property and has no knowledge of any existing improvements or work done on the Property that may result in special taxes or assessments to be paid thereon.

D. Notwithstanding anything to the contrary contained in this Agreement, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Property at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with (i) a written payoff statement and a copy of the payoff check or wire form evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing and (ii) a fully-executed undertaking and indemnity to make said payment in the form annexed hereto, and further provided that a title insurance company reasonably satisfactory to the BUYER will issue an owner's title insurance policy at no additional premium, and which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages.

SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, Seller shall provide BUYER's attorney with an affidavit in accordance with Section 49-S(a) of the Connecticut General Statutes, as amended, together with the necessary recording fee. This provision shall survive the closing.

## 12. Closing.

(a) The closing of title under this Agreement shall be held at the office of Cramer & Anderson, LLP, 30 Main Street, Suite 204, Danbury, Connecticut, 06810, or at such other place as the parties hereto shall mutually agree, on September 15, 2023. The date on which such closing of title shall take place, as the same may be extended pursuant hereto, is herein sometimes referred to as the "Closing Date". The terms "closing", "closing of title", "Closing Date", and words of similar import are used interchangeably in this Agreement, as the context may require, to mean the event of consummation of the purchase and sale of the Property. TIME IS DECLARED TO BE OF THE ESSENCE WITH REGARD TO THE CLOSING DATE.

(b) At closing, the Seller shall deliver to the Buyer:

(i) A Connecticut full covenant Warranty Deed, in form suitable for recording, conveying good and marketable title, in fee simple, to the Property,

together with all easements and appurtenances benefiting the Property and subject only to the exceptions to title set forth in Paragraph 7 herein and on Schedule A attached hereto and made a part hereof (the "Deed");

(ii) An affidavit of the Seller that no services have been performed or materials supplied (other than in connection with any investigation of the Property by or on behalf of the Buyer) with respect to the Property during the ninety (90) days immediately preceding the Closing Date for which mechanic's or materialman's lien rights may exist and for which payment in full has not been made (or, in the event that any such services shall have been performed or materials delivered within such ninety (90) day period and have not been paid for in full, waivers of mechanic's and materialman's liens as a result thereof).

(iii) State and local conveyance tax statements, signed by the Seller or its representative, and stating the applicable conveyance taxes, together with the Seller's checks to pay such taxes;

(iv) Certification that the Seller is not a "foreign person" pursuant to Section 1445 of the Internal Revenue Code; and

(c) At closing, the Buyer shall pay to the Seller the balance owed on the Purchase Price.

**13. Authorization of Parties.**

(a) The Seller represents to Buyer that, as of the date of this Agreement, the Seller has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The representations of the Seller and the Buyer set forth in this paragraph shall be deemed to be remade as of the Closing Date with the same force and effect as if first made on and as of such date and shall survive the closing and the delivery of the Deed or any expiration or termination of this Agreement.

**14. Risk of Loss.** The risk of loss or damage to the Property by fire or other casualty or cause beyond the Seller's control, or the taking of all or any portion of the Property by condemnation, eminent domain or other governmental acquisition proceedings (collectively, "Damage") in advance of the Closing Date shall be borne by the Seller. In the event of any such Damage, the Seller, at its option, shall have a reasonable time thereafter within which to repair or replace such Damage. In the event that the Seller does not elect to complete such repair or replacement or fails to complete such repair or replacement within a reasonable time after the occurrence of such Damage, the Buyer shall have the right either:

(a) to terminate this Agreement, in which event the Deposits shall be returned to the Buyer and this Agreement shall terminate, and the parties hereto shall have no further rights or obligations hereunder, except as otherwise provided herein; or

(b) to accept the Property as provided in this Agreement, without any reduction of the Purchase Price, in which event the Buyer shall be entitled to an assignment from the Seller of all insurance proceeds or condemnation or other award due or payable on account of such Damage, less any amounts actually expended by the Seller in connection with any such proceedings and in connection with the repair (including any temporary repair) or replacement of such Damage.

**15. Default.**

If the Buyer shall fail in the performance of any of the material terms hereof, the Seller not otherwise being in default, Seller may pursue any and all remedies as SELLER may have at law or in equity and to enforce this Agreement according to law and equity.

If the Seller shall fail in the performance of any of the material terms hereof, the Buyer not otherwise being in default, the Buyer may pursue any and all remedies as Buyer may have at law or in equity and to enforce this Agreement according to law and equity.

**16. Brokers.** The Buyer and Seller each represent that it has dealt only with Dan Sousa of Coldwell Banker as the sole and exclusive real estate broker in this transaction. Seller shall pay the real estate brokerage commission pursuant to a separate written listing agreement at such time as closing of title occurs. The Seller represents that no other broker or agent has any exclusive sale or exclusive agency listing on the Property. The Buyer agrees to hold the Seller harmless from any judicially proven loss or expense, including reasonable counsel fees, resulting from any commission claimed by any other broker or agent by virtue of alleged dealings had by such claimant with the Buyer or a representative of the Buyer, provided the Buyer shall be notified promptly of any such claim and may undertake its defense. The Seller agrees to hold the Buyer harmless from any judicially proven loss or expense, including reasonable counsel fees, resulting from any commission claimed by any other broker or agent by virtue of any alleged agreement or dealings with the Seller.

**17. Prohibition on Recording.** The Buyer shall not record this Agreement and its doing so shall constitute a breach by it of this Agreement, thereby excusing the Seller from further performance of this Agreement and entitling the Seller to retain all sums paid hereunder. In any event, the recording of this Agreement shall not create a lien against the Property.

**18. Counterparts / Facsimile/ Electronic Mail/Notices.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.



All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notices signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as agent to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to BUYER's lender's requirements.

Notices to the SELLER shall be sent to:

**HACD Corp.**  
**Attn: Jeff M. Rieck**  
**2 Mill Ridge Road**  
**Danbury, CT 06810**

Notices to the BUYER shall be sent to:

**City of Danbury**  
**Attn: Corporation Counsel**  
**155 Deer Hill Ave.**  
**Danbury, CT 06810**

**19. Calculation of Time.** Whenever in this Agreement a period of time is stated as a number of days, if any such period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end at 5:00 p.m. on the next day following which is not a Saturday, Sunday or legal holiday.

**20. Expenses; Attorneys' Fees.** Whether or not the transaction contemplated by this Agreement is consummated, unless otherwise provided, each party shall pay its own expenses incident to the preparation and performance of this Agreement, including, without limitation, attorneys' fees. If either party shall bring a lawsuit to enforce its rights pursuant to this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to collect all of its costs and reasonable attorneys' fees from the other party.

**21. Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

**22. Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Connecticut, without regard to principles of conflicts of law.

23. **Captions.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

24. **Assignment.** This Agreement and the Buyer's rights hereunder may be assigned by the Buyer without the written consent of the Seller. Upon any assignment of the Buyer's rights hereunder, the Buyer and the Buyer's assignee shall be jointly and severally liable hereunder, unless otherwise expressly agreed by the Seller in writing.

25. **No Offer.** This document shall not be deemed to be an offer to sell on the terms set forth herein, and the Seller reserves the right to withdraw this proposed agreement at any time prior to the signing of the same by all parties hereto and by receipt by the Seller of the Deposits. The Seller shall not be obligated hereunder until such time as the Seller has received a fully executed Agreement from Buyer, including the Deposit set forth in Paragraph 2 (a) (i).

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted hereby, their respective heirs, legal representatives, successors and assigns.

27. **Entire Agreement.** This Agreement, together with the Lease referenced in Paragraph 32 herein, embodies the entire agreement between the parties hereto with respect to the Property and the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, all of which are deemed to be merged herein. No representations, statements, warranties, covenants, undertakings or promises of the Seller or any representative or agent of the Seller, whether oral, implied or otherwise and whether made before or after the date hereof, shall be considered a part hereof or binding upon the Seller unless set forth herein or agreed to by the parties in writing, nor shall any provision of this Agreement be supplemented, terminated, modified or waived except by a writing signed by both parties.

28. **Acceptance of Deed.** The parties agree that, except for the covenants contained in the warranty deed to be delivered to the Buyer hereunder, and except for any provisions hereunder which, by their terms, are stated to survive the closing of title, the delivery by the Seller and the acceptance by the Buyer of the warranty deed at the closing shall be deemed to constitute full compliance by the Seller with all of the terms, conditions and covenants of this Agreement on its part to be performed.

29. **Usage.** All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or the context may require.

30. **Invalidity.** If any term or provision of this Agreement shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but the remainder of this Agreement and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.

31. **Effective Date.** Effective Date is hereby defined as the date this Agreement has been executed by SELLER and BUYER and payment of the Deposit pursuant to Paragraph 2(a)(i).

32. **Lease Agreement.** Seller and Buyer acknowledge and agree that simultaneously with executing this Agreement they have executed a lease agreement ("Lease") for the Property for a term of one year, a copy of which is attached hereto as Schedule B and to which reference is hereby made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates hereinbelow indicated.

SELLER:

BUYER:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE OF ESCROW**

**DATED: \_\_\_\_\_**

**I HEREBY ACCEPT RECEIPT OF THE DEPOSITS AS SPECIFIED IN PARAGRAPH 2, SUBJECT TO COLLECTION, AND THE UNDERSIGNED AGREES TO ACT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 8 OF THIS AGREEMENT.**

**ESCROW AGENT:**

\_\_\_\_\_  
Kim E. Nolan, Trustee  
Duly Authorized

**Date: \_\_\_\_\_, 2023**

**SCHEDULE A**

**Legal Description**

## **SCHEDULE A**

**ALL THAT CERTAIN** piece or parcel of land, together with all buildings and improvements thereon standing, situated in the City of Danbury, County of Fairfield and State of Connecticut, on Elm Street, bounded and follows:

- NORTHERLY:** by Elm Street, so-called;
- EASTERLY:** by land now or formerly of the Estate of Frederick Starr and land now or formerly of Targett and Siemon;
- SOUTHERLY:** by land now or formerly of John Erickson and land now or formerly of Ella Peters; and
- WESTERLY:** by land now or formerly of John Erickson and land now or formerly of Albert T. Hoyt.

The premises above described being 66.21 feet, more or less, in width and 268 feet, more or less in depth.

**Subject To:**

1. Real Estate Taxes due the City of Danbury on the List of October 1, 2020 and thereafter.
2. Water and sewer use charges as may be due and payable.
3. Notations, easements, encroachments and facts shown on Map No. 9621 on file in the office of the Danbury Town Clerk.

**SCHEDULE B**

**Lease Agreement**

**Lease Agreement**

This Lease Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **HACD CORP.**, a Connecticut corporation with an address at 2 Mill Ridge Road, Danbury, CT 06811 ("Lessor") and **CITY OF DANBURY**, a Connecticut municipality with an address at 155 Deer Hill Avenue, Danbury, CT 06811 ("Lessee").

**WITNESSETH**

WHEREAS, Lessor owns a certain parcel of property with buildings and improvements known as **98 Elm Street, Danbury, CT**; and

WHEREAS, the Lessee wishes to lease the Premises; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee agree as follows:

1. **PREMISES:**

The Lessor hereby leases to Lessee the land, building and improvements known as 98 Elm Street, Danbury, CT as more particularly described in **Schedule A** attached hereto, made a part hereof and incorporated herein by reference ("the Premises").

2. **TERM AND RENT:**

(a) *Term:* The term of this Lease shall be one (1) YEAR commencing on \_\_\_\_\_ ("Commencement Date") and expiring on \_\_\_\_\_ ("Lease Term").

(b) *Rent:*

Lessee shall pay rent during the Lease Term of One Dollar (\$1.00) per year ("Rent"). The Rent shall be paid, (as provided in Paragraph 3 herein,) commencing on the Commencement Date to Lessor at the address set forth above or at such other address as Lessor shall designate in writing.

(c) *Timely Payment:* Time is of the essence regarding the Lessee's obligation to pay Rent and any other sums payable under this Lease on the respective due dates.

(d) *End of Term:* At the expiration of the Lease Term or other termination of this Lease, Lessee shall quit and surrender the Premises to Lessor, broom clean, in good order and condition, ordinary wear and tear excepted. Lessee shall remove all its property by that date including, without



limitation, its trade fixtures. Lessee's obligation to perform this covenant shall survive the expiration or other termination of this Lease.

3. **ADDITIONAL RENT:**

Lessee shall pay additional rent during the Lease Term in accordance with this Paragraph 3.

(a) For the purposes of this paragraph 5, the following definitions shall apply:

i. "Taxes" shall mean (1) all real property taxes, assessments (including, but not limited to, assessments for public works, improvements or benefits, whether or not begun or completed prior to the commencement of this Lease and whether or not completed within said term) and other governmental charges or levies of every kind, character and description whatsoever, which at any time have been or may or will be assessed at full assessment or otherwise levied or imposed by any governmental authority upon or in respect of, or which may become a lien on the Premises, any portion thereof, improvements or structures thereon; (2) any taxes which may be assessed, levied or imposed by any governmental authority in addition to or in lieu of all or any part of such real property taxes; and (3) all business license, use or other taxes which may be assessed, levied or imposed upon the Premises as a direct result of Lessee's use of the Premises. If at any time during the Initial Term or Renewal Term the methods of taxation prevailing at the Commencement Date hereof shall be altered so as to cause the whole or any part of the taxes, assessments or charges now or hereafter levied, assessed or imposed on real estate or the improvements thereon to be levied, assessed and imposed wholly or partially as a capital levy or otherwise, on the Rent received therefrom, or if any tax, assessment, levy (including, but not limited to, municipal, state or federal levy) in position or charge or any part thereof, shall be measured by or based in whole or in part upon the value of the Premises and shall be imposed upon Lessor, then all such taxes, assessments, levies or charges or the part thereof so measured or based, shall be deemed to be included within the terms of this paragraph to the extent that such taxes, assessments or charges would be payable if the Premises was the only property of Lessor subject to such taxes, assessments or charges, and Lessee shall pay and discharge the same as herein provided in respect of the payment of such taxes, assessments and charges.

Lessee's obligation to pay "Taxes" shall not include penalties or interest not attributable to Lessee; income, franchise, transfer, gift, estate, succession, inheritance or capital stock taxes; taxes on land held for future development; increases in real estate taxes resulting in construction that does not benefit Lessee; loss or phase out of abatements or exemptions; or corrections of underpayments for prior periods.

Lessee may contest the tax assessment on the Premises.

In the event Lessee is successful in any contest of the tax assessment for the Premises, Lessee shall be entitled to receive any refund of property taxes previously paid by Lessee.

ii. "Insurance" shall mean the aggregate of all costs and expenses of every kind or

nature paid or incurred by Lessor directly or indirectly in maintaining all commercially reasonable insurances for the Premises. Insurance shall mean, but shall not be limited to, premiums for fire, theft and other casualty insurance, including extended coverage; premiums for public liability and property damage insurance; and all risks property and casualty insurance.

iii. "Water and Sewer Costs" shall mean all costs and charges of every kind or nature paid or incurred by Lessor directly or indirectly in connection with the expenses, bills, use charges, surcharges or fees, whether direct or indirect, for sewer or water services at the Premises.

(b) Commencing on the Commencement Date and on the first day of each month thereafter during the Initial Lease Term and any Renewal Term, Lessee shall pay as additional rent all Taxes, Insurance, and Sewer and Water Costs for the Premises ("Additional Rent").

4. **USE:**

Lessee shall use the Premises for any use permitted by the Zoning Regulations, as amended, for the City of Danbury ("Zoning Regulations") including, but not limited to use as a homeless shelter. Lessee shall comply with the Zoning Regulations and all municipal, state or federal laws, ordinances and regulations affecting the Premises. The Lessee shall have the right to install outdoor cameras, lighting and other such facilities as it deems necessary for the security of Lessee and its invitees.

5. **MAINTENANCE, REPAIRS, UTILITIES AND DEMOLITION OF TWO-FAMILY STRUCTURE:**

(a) **Obligations of Lessee.**

(i) *General.* Lessee shall, at its sole cost and expense, maintain and repair the interior of the Premises during the Initial Term and any Renewal Term, including, but not limited to, all equipment or facilities such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fire sprinkler system, fixtures, walls (interior portions only), covering of floors, windows, doors, plate glass, landscaping and cleaning and removal of snow and ice from driveways, parking lots and sidewalks located in or on the Premises. Lessee's obligations pursuant to this Paragraph 7(a), shall include restorations or replacements ("Replacement"), when necessary, to keep the Premises and all improvements thereon or a part thereof in good order, condition and repair. Notwithstanding the foregoing, Lessee shall not be obligated to (1) expend more than Five Thousand Dollars (\$5,000) in the aggregate for any Replacement during any consecutive period of twelve (12) months unless the same was necessitated by the acts or omissions of Lessee (subject to applicable waivers of subrogation), (2) pay for or perform any capital expenditure, or (3) pay for or perform any maintenance, repairs or Replacements that are stated to be the responsibility of Lessor under Paragraph 7(b) below.

(ii) *Failure to Perform.* If Lessee fails to perform Lessee's obligations under this Paragraph 7(a), Lessor may enter upon the Premises after not less than ten (10) days' prior written notice to Lessee (except in the case of a bona fide emergency, in which case no notice shall be required), perform such obligations on behalf of Lessee, and put the Premises in the condition in which the same is required to be maintained by Lessee, and Lessee shall promptly pay to Lessor upon demand a sum equal to the reasonable cost thereof.

(iv) *Replacements.* If an item described in this Paragraph 7 for which Lessee is responsible cannot be repaired other than at a cost which is in excess of the limit set forth in Paragraph 7(a)(i) above, then such item shall be replaced by Lessor and the cost thereof shall be prorated between Lessor and Lessee and Lessee shall only be obligated to pay, on the first day of each month during the remainder of the Term, an amount equal to the product of the cost of such Replacement multiplied by a fraction, the numerator of which is one (1) and the denominator of which is twelve (12) (i.e.,  $1/12^{\text{th}}$  of the cost per month).

(v) *Liens.* Lessee shall pay when due all claims for labor or materials furnished to or for Lessee at or for use on the Premises and/or the Building, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building or any interest therein. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend and protect itself, Lessor, the Premises and the Building against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

(vi)

(vi) *Demolition and Removal of Two-Family Structure:* Lessee acknowledges and agrees that Lessee shall at its sole cost and expense demolish and remove the two-family structure located on the Premises on or before the last day of the tenth (10<sup>th</sup>) month of the Lease Term (hereinafter "Demolition Date"). Time is declared of the essence with regard to the Demolition Date. Lessee's demolition shall be performed by a licensed demolition contractor in accordance with all municipal, state and federal regulations. Lessee shall require the demolition contractor to provide a certificate of insurance evidencing insurance coverage with limits reasonably acceptable to Lessor, naming Lessor as an additional insured and further agrees that in addition to said insurance coverage, Lessee hereby indemnifies and holds Lessor harmless from any all claims for personal injuries or property damage occurring or arising out of the demolition and removal of the two-family structure.

#### 6. ALTERATIONS/LIENS:

Lessee shall have the right to make alterations to the Premises that are cosmetic, nonstructural and cost less than \$5,000.00 annually without Lessor's consent. Lessee shall not make any other alterations or additions to the Premises or make any contract therefor without first procuring Lessor's written consent. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Premises and which in any manner

are attached to the floors, walls or ceiling and cannot be removed without causing extensive damage to the Premises shall, at the termination of the Lease, become the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof, without damage or injury; any floor covering affixed to the floor or track lighting affixed to the ceiling shall likewise become the property of Lessor, all without compensation or credit to Lessee.

Any alterations or modifications to the Premises shall be at Lessee's sole expense and responsibility. Lessee must obtain all necessary federal, state, and local permits and approvals from governmental authority with jurisdiction regarding any alteration, modification, construction, or use of the Premises. Any improvements, alterations, or modifications to the Premises, including fixtures of any type affixed to the Premises during the Lessee's tenancy shall become part of the leasehold premises that Lessee shall not alter or remove unless Lessor requests. Lessee agrees to indemnify and hold Lessor harmless for any cost, damage or injury to any person or property, which may occur during or after the alteration, modification, or construction of any improvements or renovations.

Lessee shall indemnify and hold Lessor harmless, from any and all claims by mechanics, materialmen, contractors, subcontractors, or any other entity providing services, or materials for any alteration, modification, or construction, performed at the request of, or for the benefit of, the Lessee or Premises. Lessee shall not permit any mechanic's lien or encumbrance of any kind to attach to the Premises. Any lien or encumbrance affecting the Premises shall be a material breach of this Lease unless same is discharged or bonded within 30 days of Lessee discovering the existence of such lien. Lessee must supply Lessor, to the extent permitted by law, with an absolute lien waiver executed by each contractor or subcontractor furnishing materials and/or labor in connection with any alteration, modification or construction which requires Lessor's permission.

#### **7. FIRES OR OTHER DAMAGE OR DESTRUCTION:**

Lessee shall immediately notify Lessor concerning any fire or other damage to the Premises.

In the event of the Premises are damaged by fire, explosion, the elements or otherwise during the Initial Lease Term or any Renewal Term that renders more than one-third of the Premises as untenantable or unfit for occupancy, or incapable of being repaired suitably within one hundred twenty (120) days from the date of such damage, then the Lessee may, but shall not be obligated to, terminate this Lease effective the date of the damage or destruction. Rent will be abated during the period between the date of damage and the date the Lease is terminated. On termination, Lessee shall immediately surrender the Premises and all of Lessee's interest therein to Lessor.

Notwithstanding the terms and conditions of the previous paragraph, if repairs or restoration can be made to Premises so that it will be fit for occupancy and in a reasonably similar condition as to that delivered to the Lessee on the Commencement Date within one hundred twenty (120) days of the casualty event, Lessor may enter and diligently repair the Premises. Rent shall not accrue during the period between the date of damage and the date the Premises is tenantable and fit for occupancy. If damages to the Premises do not render it untenantable and unfit for occupancy, Lessor agrees to make repairs with reasonable promptness. In such case Lessor will assess Rent on a pro rata basis.

Lessor shall not be liable to Lessee, its employees, agents, suppliers or customers in any way, including but not limited to, real, incidental or consequential damages, for any damage to property, injury to person or an inconvenience or annoyance to Lessee, including but not limited to, injury to Lessee's business resulting in any way from complete or partial destruction of the Premises. Lessor shall not be obligated to repair or replace, nor carry insurance of any kind for benefit of Lessee.

# 8. INSURANCE/INDEMNITY:

Lessee shall obtain and maintain a general public liability insurance policy in full force throughout the Initial Lease Term and any Renewal Term for the benefit of the Lessor as an additional insured. The policy shall insure the Lessor against any and all liability or claims of liability arising out of, occasioned by, or resulting from any death, injury or damage in, on or about the Premises. The coverage limits for said policy for any one person shall not be less than \$1,000,000 and shall not be less than \$2,000,000 with respect to any one accident and not less than \$250,000 with respect to property damage.

Lessee shall obtain and maintain, during the Initial Lease Term and any Renewal Term, and if available at a reasonable cost (in Lessee's sole discretion), plate glass insurance on the window glass of the Premises. In the event that the Lessee is unable to secure such plate glass insurance, the Lessee shall self-insure all window glass upon the Premises.

Upon the Occupancy Date of this Lease, as hereinafter defined, Lessee shall provide satisfactory proof of all required insurance coverage. Lessee's failure to provide proof of required coverage within thirty (30) days of any written demand by Lessor shall be a material breach of this agreement.

All insurance required by this Lease shall name the Lessor as an additional insured and a loss payee.

Failure to carry the required insurance shall be a material breach of this Lease. After written notice to Lessee and Lessee's failure to cure within ten (10) Days of said notice, Lessor may procure, but is not obligated to procure, any insurance that Lessee fails to obtain. The cost of all such insurances shall be payable as Additional Rent and all advances for payment shall bear interest at eight percent (8.00%) per annum from the date of advancement.

Lessee agrees to indemnify and save Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from the conduct or management of the business conducted by Lessee or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or from any act or negligence of Lessee, its agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the Premises or the common areas, the sidewalks adjoining the same, and the loading platform area allocated to the use of Lessee. Lessor shall not be liable and Lessee waives all claims for damages to person or property sustained by Lessee or Lessee's employees, agents, servants, contractors, sublessees, concessionaires, invitees, and customers resulting from the building in which the Premises are located or by reason of the Premises or any equipment or appurtenances thereunto appertaining becoming out of repair, or resulting from any accident in or about the Premises, or the building in which the same are situated, unless due in whole

or in part to the negligence of Lessor, its agents, contractors, servants and/or employees. This shall apply especially, but not exclusively, to the flooding of the Premises, and (notwithstanding earlier provisions) to damage caused by steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures. All property belonging to Lessee or any occupant of the

Premises shall be there at the risk of Lessee or such person only, and Lessor shall not be liable for damage thereto or theft or misappropriation thereof, unless due in whole or in part to the negligence of Lessor, its agents, contractors, servants and/or employees.

Lessor agrees to indemnify and save Lessee harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, arising from any breach or default on the part of Lessor in the performance of any covenant or agreement on the part of Lessor to be performed pursuant to the terms of this Lease, or from any act or negligence of Lessor, its agents, contractors, servants and/or employees. Lessee shall not be liable and Lessor waives all claims for damages to person or property sustained by Lessor or Lessor's employees, agents, servants, contractors and/or invitees, unless caused by the negligence of Lessee.

#### **9. PREMISES ACCEPTED "AS IS":**

Lessee acknowledges that it has inspected the Premises and is satisfied with its condition as of the Commencement Date and shall accept occupancy of the Premises in "as is" condition. On or before the Commencement Date, Lessee shall be permitted to inspect the Premises. Upon taking occupancy of the Premises, Lessee shall be deemed to be fully satisfied with the physical condition thereof. Lessee acknowledges that except as expressly set forth in this Lease, Lessor has not made any representation or promise as to the condition of the Premises upon which Lessee has relied. Lessee further acknowledges that it shall be solely responsible for obtaining any and all approvals, permits and licenses in connection with the use of the Premises and that Lessor makes no representations whatsoever as to whether Lessee's proposed use may lawfully be conducted under federal, state and local laws, regulations and ordinances including, without limitation, zoning and building regulations in and for the City of Danbury. Lessor shall cooperate with Lessee in executing any city, town, state or federal documentation required for Lessee's use of the Premises in accordance with this Lease.

Notwithstanding the foregoing, Lessor represents as follows:

- (i) Lessor is the sole owner of the Premises and has full right, title and authority to enter into this Lease, and Lessor's entry into this Lease does not violate the rights of any third party;
- (ii) At the time Lessee takes possession of the Premises there will be no outstanding violations of any applicable laws regarding the condition of the Premises. Lessor makes no representation with respect to compliance with the Americans with Disabilities Act;
- (iii) Lessor has received no notice of any condemnation proceedings affecting the Premises;

#### **10. CONDUCT OF LESSEE:**

Lessee, at all times, shall fully and promptly materially comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the Premises including, but not limited to, those relating to cleanliness, health, safety, occupation and Lessee's use of the Premises and the nature, character, and manner and operation of the business conducted in or at the Premises. Lessee shall hold Lessor harmless from all fines, penalties or costs for such violation or noncompliance. Lessee shall not permit, allow, or cause any public or private auction, bankruptcy, fire or going-out-of-business sales to be conducted in or at the Premises, or the adoption or use of any sales promotion drives or practices as shall attempt to mislead or deceive the public.

Lessee shall not permit its refuse, trash or garbage to accumulate in or about the Premises. Lessee is responsible for adequate and regular collection and disposal of its refuse, trash and garbage. Lessee agrees that clean up and remediation to the Premises made necessary by collection, spillage, or production of a hazardous waste by Lessee shall be Lessee's sole responsibility and liability. The Lessee shall always maintain the interior and exterior areas on the Premises in a reasonably clean and presentable manner.

#### **11. WASTE, HAZARDOUS OR ILLICIT MATERIALS**

Lessee shall not commit nor suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the community or abutting property owners.

Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Lessee shall further obtain such approvals, consents, licenses and registrations as may be required by any county, municipal, state, federal or other governmental authority for the operation of Lessee's business in the Premises.

During the Initial Term and any Renewal Term of this Lease, no hazardous substances, hazardous waste, oil, petroleum, chemical liquid or other solid, liquid or gaseous substances determined by the Department of Environmental Protection, Environmental Protection Agency or any other governmental authority to be hazardous to the environment (collectively, "Hazardous Substances") shall be brought onto the Premises except as specifically permitted as provided below. Lessor may conduct, or cause to be conducted, such environmental inspections, site assessments and tests at such times and to such extent as it deems reasonably necessary to monitor the environmental conditions of the Premises, provided that such inspections, site assessments and tests shall not unreasonably interfere with Lessee's business. Lessee shall bear the full cost and expense of any such inspections, site assessments, tests, including any related laboratory fees, and remedial measures, but only in the event any contamination related to Lessee's activities is detected. Otherwise, the cost for any such inspections, site assessments and tests shall be Lessor's responsibility. Lessee hereby indemnifies and holds Lessor harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including, without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of Lessee's

disposal, release or threatened release of any Hazardous Substances on the Premises, any required clean-up or other remedial action on the Premises and/or a lien on the Premises in favor of the Department of Environmental Protection, Environmental Protection Agency or any other governmental authority for clean-up or other remedial action in such event arising out of or caused by Lessee, Lessee's agents, employees, servants, guests and invitees, acts, errors or omissions or failure to perform under this Lease.

Lessor shall defend Lessee and hold Lessee harmless from and against any claims, suits, demands, penalties, fines, liabilities, settlements, damages, judgments, costs, interest and expenses, including, without limitation, attorneys', consultants' and laboratory fees, incurred in connection with or arising out of the discharge or existence of Hazardous Materials at or in the Premises prior to the Occupancy Date.

(i) Lessee covenants to use, store and dispose of such products in accordance with all present and future laws, ordinances, requirements, orders, directions, rules, and regulations of the Department of Environmental Protection, Environmental Protection Agency or any other governmental authority having jurisdiction over Lessee's use of such products or business in the Premises; and

(ii) Under no circumstances shall the Lessee do, cause, or allow to be done, anything at Premises such that the Premises is, becomes, or is deemed to be, an "establishment" as defined under Section 22a-134 of the Connecticut General Statutes. Lessor represents that to the best of its knowledge, prior to entering into this lease, the Premises was not an "establishment" as defined under Section 22a-134 of the Connecticut General Statutes; and

(iii) Lessee shall not keep or have on or around the Premises any illicit or illegal items, materials or substances.

## **12. SIGNS AND BILLBOARD:**

The Lessee shall not display any sign, picture, advertisement, awning, merchandise, or notice on the outside of the building except in compliance with the regulations of the City of Danbury and with written approval of Lessor, which approval shall not be unreasonably withheld. Lessor agrees that no approval shall be required from Lessor for any signage on the front door of the building on the Premises or on the building pylon, expressly for the purpose of advertising or promoting Lessee's business, so long as such signage is in compliance with all municipal, state and federal regulations and provided further it shall be at Lessee's sole cost and expense.

Lessee shall have the right to use the existing billboard sign ("Billboard") at the Premises commencing on the Occupancy Date, as hereinafter defined, so long as said use complies with all municipal, state and federal regulations. Lessee may install advertising media upon the Billboard, to the extent practicable, in connection with the Lessee's business at the Premises. If Lessee should propose to use the Billboard for any other purpose, such use shall be subject to the Lessor's prior written approval, which approval shall not be unreasonably withheld. In no event, however, shall the Lessee cause or allow any structural change, modification, waste or abandonment to occur with respect to the Billboard, such that the Billboard would no longer be permitted by the City of Danbury as a legally existing non-conforming structure. Lessee shall be obligated during the Initial Lease



Term and any Renewal Term to maintain the Billboard in at least the same condition as it is delivered to the Lessee on the Commencement Date, regardless of whether the Lessee elects to use the Billboard for advertising purposes. In the event that the Lessor reasonably believes that Lessee has or will have failed to faithfully perform this obligation, the Lessor shall have the right, on ten (10) days' notice to Lessee with a right to cure, to enter the Premises and perform any and all reasonable action or actions required in order to ensure that the Billboard is maintained and/or will continue to be permitted by the City of Danbury. Lessor reserves the right to use the Billboard on the Premises during the Contingency Period and Interim Period, as hereinafter defined.

**13. LESSOR'S ENTRY:**

Lessor reserves the right to enter the Premises at all reasonable times to inspect the Premises and to show the Premises to prospective Lessees or purchasers on reasonable advance written notice to Lessee except in the case of emergency. Lessor agrees that any such entry, except for emergency entry, shall not unreasonably interfere with Lessee's business operations.

**14. EMINENT DOMAIN:**

If the whole of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken and the Rent shall be paid up to that date.

If any of the floor area of the Premises or fifteen percent (15%) or more of the parking area at the Premises shall be so taken, then either Lessor or Lessee shall have the right to terminate this Lease within thirty (30) days of the taking, on written notice. In the event this Lease is not terminated, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises so taken, and Lessor shall make such repairs or alterations as may be reasonably made so as to restore the Premises for Lessee's use.

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, that Lessor shall not be entitled to any separate award made to Lessee for loss of business, depreciation of or cost of removal of stock and fixtures. Lessee shall also be permitted to seek an award for moving expenses, goodwill, and advertising costs.

**15. ASSIGNMENT AND SUBLETTING:**

Lessee agrees that it shall not assign or sublet the whole or any part of the Premises or any interest of the Lessee in this Lease without the Lessor's prior written consent provided that Lessor shall use commercially reasonable standards in withholding such consent. Notwithstanding the foregoing, Lessee may assign or sublet the whole or any part of the Property or any interest of Lessee in this Lease without the consent of the Lessor, provided such assignee or sublessee is controlled by the Lessee or any of its members. If Lessor consents to any assignment or subletting, the Lessee at all times shall remain liable for the Rent payment and for compliance with the other Lessee obligations hereunder. A transfer in the aggregate of fifty-one (51%) percent or more of an interest in the Lessee (whether by stock, partnership interest or otherwise) by any party or parties in interest to an unrelated

third-party or entity is deemed an assignment of this Lease. An assignment or subletting without the Lessor's prior written consent constitutes a default under this Lease allowing Lessor, at its option, to exercise the remedies under the default provisions herein. Lessor's consent to any one assignment or sublease does not release the prohibition against assignment and sublease or constitute consent to any other assignment or sublease. Notwithstanding any other provision in this Lease Agreement, Lessee shall have the right to engage a third party contractor of its choice to operate the Premises as an emergency shelter for the homeless.

**16. BANKRUPTCY:**

If during the Term Lessee makes an assignment for the benefit of creditors or is decreed insolvent or bankrupt, or if a receiver is appointed for Lessee and such appointment is not stayed or discharged within sixty (60) days thereafter, then Lessor, at its option, may terminate this Lease by notice to that effect served upon the assignee, receiver, trustee, or other person in charge of the bankruptcy of the Lessee or the Lessee's estate. Such termination shall not release or discharge any accrued liability of the Lessee or its legal representatives.

**17. LESSEE'S DEFAULT:**

(a) The occurrence of any of the following shall constitute a default of this Lease ("Default"):

- (1) Failure to pay Rent, Additional Rent or any other monetary payment payable under this Lease, for a period of ten (10) calendar days from the date payment is due.
- (2) Failure by Lessee to perform or comply with any of the conditions contained in this Lease other than those referred to in the foregoing subparagraph (1), for a period of thirty (30) days after written notice thereof from the Lessor to the Lessee, except for any default not susceptible of being cured within such thirty (30) day period, in which event the time permitted to the Lessee to cure such default shall be extended for as long as shall be reasonably necessary to cure such default, provided Lessee commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as if it jeopardizes the interest of the Lessor in this Lease or subjects the Lessor to any civil or criminal liabilities.
- (3) Filing by Lessee in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, or an assignment by the Lessee for the benefit of creditors.
- (4) Filing against the Lessee in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a portion of the Lessee's property, if within ninety (90) days after the commencement of any such proceeding against the Lessee such petition shall not have been dismissed.

(5) The failure of the Lessee to demolish and remove the two-family structure as required by Paragraph 5(a)(vi) by the Demolition Date.

- (b) Upon the occurrence of a Default, Lessor may, at any time thereafter, proceed with all its equitable and legal remedies, including, but not limited to, an action for money damages and an action to obtain possession of the Premises.
- (c) At any time after a Default and a termination of this Lease, Lessor may relet the Premises or any part thereof for such term and on such conditions as the Lessor, in its sole discretion, determine and may collect and receive the rent therefor. The Lessor shall in no way be responsible or liable for any failure to relet the leased property or any part thereof, or for any failure to collect any rent due upon any such reletting. The Lessor agrees to use reasonable efforts to relet the Premises or a portion thereof, in its sole discretion, to mitigate Lessee's damages.
- (d) Termination of this Lease upon Default of Lessee shall not relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, whether or not the Premises or any part thereof shall have been relet, the Lessee shall pay to the Lessor the rent and additional rent required to be paid by the Lessee up to the time of such termination, and thereafter the Lessee, until the end of what would have been the term of this Lease in the absence of such termination, shall be liable to the Lessor for, and shall pay to the Lessor, as and for liquidated and agreed current damages for the Lessee's default: the equivalent of the amount of the unpaid rent and additional rent that would be payable under this Lease by the Lessor if this Lease were still in effect, LESS the net proceeds from any reletting pursuant to the provisions of Section 19(c) above, after deducting Lessor's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, reasonable legal expenses, reasonable attorney's fees, alteration costs and expenses of preparation for such reletting. Lessor shall use its best efforts to re-let the Premises.

The Lessee hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, or of the institution of legal proceedings to that end. In case of any termination of this Lease, the Lessor and the Lessee, so far as permitted by law, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, the Lessee's use or occupancy of the leased property, or any claim of injury or damage to property.

#### 18. **HOLDING OVER:**

If Lessee remains in the Premises after the Initial Lease Term or any Renewal Term expires, without having executed a new lease agreement, the holding over by Lessee shall not constitute a renewal or extension of this Lease and Lessor may elect, at its option, to construe the holding over as a tenancy from month to month, subject to the terms and conditions of this Lease other than the Lease duration,

except that Rent be equal to One Hundred Twenty-Five Percent (125%) of the Rent in the final month of the Lease.

19. **NOTICE:**

(a) **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by certified or registered mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 21(a). The addresses noted below shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**Notice to Lessor:**

HACD Corp.  
Attn: Jeff M. Rieck, Executive Director  
  
2 Mill Ridge Road  
Danbury, CT 06811

**Notice to Lessee:**

City of Danbury  
Attn: Dean Esposito, Mayor  
Attn: Corporation Counsel  
155 Deer Hill Avenue  
Danbury, CT 06810

(b) **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the overnight courier. Notices delivered by hand shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

20. **WAIVER:**

Lessor's failure to insist upon strict performance of any of Lease covenants or conditions, or to exercise any option herein in any one or more instances, up to six (6) months from the failure to insist in strict performance or exercise any option, is not a waiver or relinquishment of any of them as Lessor's rights and Lessee's obligations will remain in full force and effect.

21. **SUBORDINATION:**

This Lease shall be subject and subordinate to all mortgages which may now or hereafter affect such leases or the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgage. In confirmation of such subordination, Lessee shall execute promptly a subordination agreement that Lessor or its lender may request. Lessor, however, covenants and agrees that it will obtain from all future mortgagees holding a mortgage on the Premises written assurance that so long as the Lessee is not in default under the terms and conditions of this Lease, Lessee's use, occupation and possession of the Premises and all

rights of Lessee under this Lease shall not be affected or disturbed by the bringing of any action to foreclose or otherwise enforce any such mortgage.

**22. ESTOPPEL CERTIFICATE:**

At any time and from time to time, but on not less than 14 days prior written notice by Lessor, Lessee will execute under oath, acknowledge and deliver to Lessor, promptly upon request, a certificate certifying, provided the following is accurate (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each such modification), (b) the date (in the future or the past, as the case may be) to which rental and other sums payable hereunder have been paid, (c) the amount of any security deposit held by Lessor, (d) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate, (e) that Lessee knows of no facts which would constitute a default by Lessor except as specified in said certificate, and (f) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises or any part thereof and shall be conclusive and binding on the Lessee as to the facts stated therein.

**23. BINDING EFFECT:**

This Lease, together with any and all addendum or amendments thereto, inures to the benefit of the respective parties hereto, their successors or assigns, (provided that any assignment by the Lessee shall be effective only made in strict accordance with the terms of this Lease).

**24. LATE CHARGES:**

Lessor shall impose a late charge of five percent (5%) of any installment of Rent not received by the Lessor within ten (10) days from the respective due date, and of any installment of Additional Rent or other monetary obligations under this Lease. This late charge applies each and every month that any late charge or any sum due Lessor remains unpaid.

**25. BROKERAGE:**

The Lessee and Lessor each warrant and represent that no broker was used in connection with the consummation of this Lease, and in the event of any brokerage claims against the Lessor predicated upon prior dealings with the Lessee named herein, the Lessee agrees to defend the same and indemnify the Lessor against any such claim.

26. **GOVERNING LAWS:**

The laws of the State of Connecticut govern all aspects of this Lease including construction and interpretation. Lessee hereby submits to the jurisdiction and venue of the state, federal and municipal courts located in Connecticut.

27. **SEVERABILITY:**

If it is judicially determined that any provision of this Lease is in violation of the laws of the State of Connecticut or in violation of any regulation of any Federal, State, or municipal authority, the balance of this Lease remains in full force and effect and enforceable in accordance with its other terms.

28. **ENFORCEMENT COSTS AND EXPENSES:**

The prevailing party, as determined by a court of competent jurisdiction, in any action to enforce the terms of this Lease shall be entitled to recover from the non-prevailing party reasonable costs and expenses incurred including, but not limited to, reasonable attorneys' fees.

29. **MISCELLANEOUS:**

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

Time shall be construed to be of the essence hereof, wherever any act hereunder is required to be done at a certain time, or within a prescribed period of time.

This Lease sets forth all of the promises, agreements, conditions and understandings between Lessor and Lessee relative to the Premises.

No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee, unless in writing and executed by Lessor and Lessee.

30. **EFFECTIVE DATE**

This Lease shall be effective on the date i) this Lease has been executed by the Lessor and Lessee; and ii) payment by Lessee of the Rent (the "Effective Date").

32. **RECORDING OF LEASE**

Lessee shall not record this Lease on the City of Danbury Land Records without Lessor's prior written approval. Upon request of Lessee, a Notice of Lease may be recorded on the City of Danbury Land Records in form and content acceptable to Lessor.

31. **PURCHASE AND SALE AGREEMENT**

Lessor and Lessee acknowledge and agree that simultaneously with executing this Lease Agreement they have executed a Purchase and Sale Agreement, a copy of which is attached hereto as Schedule B, pursuant to which the Lessor has agreed to sell and the Lessee has agreed to purchase the Premises.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the Effective Date.

**LESSOR :**  
**HACD CORP.**

**LESSEE:**  
**CITY OF DANBURY**

By: \_\_\_\_\_  
Name: Jeff M. Rieck  
Title: Executive Director

By: \_\_\_\_\_  
Name: Dean Esposito  
Title: Mayor

STATE OF CONNECTICUT  
ss:.  
COUNTY OF FAIRFIELD

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Jeff M. Rieck, duly authorized Executive Director of HACD Corp., a Connecticut corporation, signer and sealer of the foregoing instrument, and as such Executive Director, being authorized so to do, he acknowledged same as his free act and deed, and that of said corporation, before me.

\_\_\_\_\_  
Notary/Commissioner of the Superior Court

STATE OF CONNECTICUT  
ss:.  
COUNTY OF FAIRFIELD

On this the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared Dean Esposito, duly authorized Mayor of the City of Danbury, a Connecticut municipality, signer and sealer of the foregoing instrument, and as such Mayor, being authorized so to do, he acknowledged same as his free act and deed, and that of said municipality, before me.

\_\_\_\_\_  
Notary/Commissioner of the Superior Court

**SCHEDULE A**

**(Legal Description)**



## **SCHEDULE A**

**ALL THAT CERTAIN** piece or parcel of land, together with all buildings and improvements thereon standing, situated in the City of Danbury, County of Fairfield and State of Connecticut, on Elm Street, bounded and follows:

- NORTHERLY:** by Elm Street, so-called;
- EASTERLY:** by land now or formerly of the Estate of Frederick Starr and land now or formerly of Targett and Siemon;
- SOUTHERLY:** by land now or formerly of John Erickson and land now or formerly of Ella Peters; and
- WESTERLY:** by land now or formerly of John Erickson and land now or formerly of Albert T. Hoyt.

The premises above described being 66.21 feet, more or less, in width and 268 feet, more or less in depth.

**Subject To:**

1. Real Estate Taxes due the City of Danbury on the List of October 1, 2020 and thereafter.
2. Water and sewer use charges as may be due and payable.
3. Notations, easements, encroachments and facts shown on Map No. 9621 on file in the office of the Danbury Town Clerk.

**SCHEDULE B**

**(Purchase and Sale Agreement)**



## CITY OF DANBURY

### CITY COUNCIL

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
www.danbury-ct.gov

**ELISA ETCHETO**  
LEGISLATIVE ASSISTANT

PHONE: 203-797-4514  
FAX: 203-796-1529  
e.etcheto@danbury-ct.gov

### City Council – Referral

Department: *Planning*

Contact: *Sharon Calitro*

City Council Meeting date: *Feb. 7, 2023* Item #: *7*

Item Title: *Lease and Purchase of Property - 98 Elm St.*

Referred for:

- ☒ Planning Report (8-24)
- ☐ Engineering Report
- ☐ Request for Proposal (RFP)
- ☐ Other:

Please return your report to Elisa Etcheto, Legislative Assistant at your earliest convenience. Thank you for your prompt attention to this matter.

